

American Journal of Law and Equality
Publication Agreement

This Publication Agreement (the “Agreement”), dated as of _____, 20__, is made by and between Harvard Law School, a part of President and Fellows of Harvard College (“Sponsor”), as sponsor of the *American Journal of Law and Equality* (the “Journal”), and _____ (individually or, if there is more than one author, collectively, “Author”) regarding the article or other contribution by Author titled: _____.

The article or other contribution, together with any tables, figures, illustrations, visualizations, abstracts and other material submitted by Author for publication in the Journal, is referred to herein as the “Article.” Author wishes Sponsor to publish the Article, and understands that the Sponsor is only willing to do so if, among other conditions, Author enters into this Agreement.

1. Rights and Licenses; Attribution; etc.

1.1. Author retains Author’s copyright in the Article.

1.2. Author hereby grants a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International license (the “CC BY-NC-ND License”) in and to the Article, with the understanding that the Article will be released under the CC BY-NC-ND License assuming it is included in the Journal. The terms of the CC BY-NC-ND License are set forth at <https://creativecommons.org/licenses/by-nc-nd/4.0/legalcode>, and a summary of the terms by Creative Commons is set forth at <https://creativecommons.org/licenses/by/4.0/>. In addition, Author hereby grants Sponsor a non-exclusive, irrevocable license (i) to copy-edit the Article, create an abstract, and make other such modifications and derivatives in order to prepare the Article for publication in the Journal, and (ii) to publish, distribute, display and otherwise make the Article publicly available commercially in any manner or medium throughout the world, so long as the Article is provided to end users without charge under a CC BY-NC-ND license. Sponsor may authorize third parties to exercise the foregoing rights.

1.3. Author represents and warrants that Author has not submitted the Article, or any substantially similar article, to any other journal for review or publication, and will not do so before publication of the Article in the Journal. The Author otherwise is free to use and distribute any version of the Article created by Author, including the Author’s final version incorporating any modifications from the peer review process.

1.4. Sponsor may use Author’s name, likeness, and institutional affiliation to provide attribution for the Article and to promote the Article, derivative works thereof, or the Journal, and may authorize others to do the same.

1.5. If Author uses or distributes the Article, or any work based substantially on the Article, after its publication in the Journal, Author will include an appropriate citation to the Article as published in the Journal, with name and date of the Journal publication and the Internet address for the website of the Journal.

2. No Royalties. Author understands and agrees that Author will not be entitled to any royalty or other payment in connection with the rights granted in this Agreement or the use by the Sponsor or any sublicensee of the Article.

3. Additional Representations and Warranties; Indemnity.

3.1. Author represents and warrants that: (a) Author owns the copyright in the Article, and has the full power and right to enter into this Agreement and to grant the rights and licenses granted hereunder; (b) the Article constitutes Author’s own original work, and does not infringe, in whole or in part, any existing copyright; (c) if the Article reproduces anyone else’s (including Harvard University’s) text, images or other material, Author has obtained written permission for the use of such material that is sufficient to allow Sponsor’s use of the Article as contemplated by this Agreement, and such material and its rights holder are clearly identified in the Article; and (d) the Article and its publication do not and will not defame, invade the privacy of, violate the civil rights of, or otherwise infringe or violate the rights of any person, or violate any contract or institutional policy to which Author is subject.

3.2. If the Article has more than one author, the author signing below for Author warrants that he or she has authority to act on behalf of all other authors and is acting on their behalf in signing and carrying out this Agreement. If copyright in the Article, or in any author’s contribution, is held by an author’s employer (for example, because the Article or such contribution is a work made for hire), Author has obtained the signature of an authorized representative of such employer on this Agreement.

3.3. Author will indemnify and hold harmless Sponsor, and its officers, employees, governing board members, agents and licensees, from and against any and all claims, suits, damages, losses, liabilities, costs and expenses (including,

without limitation, reasonable attorneys' fees) resulting from or related to Author's breach or failure to comply with any representation, warranty, covenant or other undertaking in this Agreement.

3.4. Author's exercise of Author's rights in the Article is at Author's sole risk. Author acknowledges that Sponsor makes no warranties of any kind concerning the Article.

4. **Publication Decision.** The final decision whether or not to publish the Article will be made by Sponsor in its sole discretion.

5. **Governing Law.** This Agreement will be governed by and interpreted under the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules.

6. **Merger; Amendment; Signing.** This Agreement constitutes the sole expression of all understandings between Author and Sponsor with respect to copyright in the Article and the other subject matter of this Agreement. This Agreement may only be amended by a writing signed by Author and an authorized representative of Sponsor. This Agreement may be signed in one or more counterparts, and may be signed manually or electronically; delivery of a facsimile, photocopy or other electronic copy (e.g., a PDF) of the signed Agreement will constitute delivery of the original signed Agreement.

In witness whereof, the parties have signed this Agreement under seal as of the date first above written.

Author:

Signed: _____

Printed Name: _____

Date: _____

Signature by authorized representative of Author's employer, if required (see Paragraph 3.2):

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Sponsor:

Signed: _____

Printed Name: _____

Date: _____